

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

March 1, 2005

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Re: *BellSouth's Petition to Establish Generic*)
Docket to Consider Amendments to) Docket No. 04-00381
Interconnection Agreements Resulting from)
Change of Law)

COMPETITIVE CARRIERS OF THE SOUTH
STATEMENT OF ISSUES

Competitive Carriers of the South ("CompSouth") hereby submits the following list of issues in response to the Hearing Officer's Order February 28, 2005.¹

CompSouth is currently negotiating with BellSouth in an effort to arrive at a joint statement of the issues for use in similar dockets open throughout the region. In the interest of allowing the parties to arrive collaboratively at the most efficient process for addressing the TRO² and TRRO³-related changes of law, CompSouth respectfully requests that the TRA entertain a joint list, should the parties arrive at one, at a latter time.

Section 252 Process

1. How should the Final Rules/TRRO be incorporated into Interconnection Agreements?

¹ Although CompSouth members KMC, NuVox and Xspedius have intervened separately in this proceeding and have not joined in previous CompSouth filings in this proceeding, KMC, NuVox and Xspedius join in this filing. KMC, NuVox and Xspedius's joining in this list should not be construed as having any impact on their pending arbitration with BellSouth or their Abeyance Agreement with BellSouth.

² The Triennial Review Order.

³ The Triennial Review Remand Order

2. Should Authority issue a "standstill order" to prevent BellSouth from unilaterally implementing the Final Rules/TRRO? (See NuVox/KMC/Xspedius Motion for Emergency Relief)
3. The §252 process requires negotiations, and to the extent parties may not be able to negotiate resolution of particular issues, arbitration. As parties begin to negotiate appropriate modifications to their new or existing Interconnection Agreements, new issues likely will arise. This issue is presented as a "**placeholder**" for issues that develop during negotiations or as a result of the parties' discussions and communications regarding implementation of the Final Rules/TRRO.

Wire Center Classification

1. Has BellSouth correctly identified the requisite number of independent fiber-based collocators with active power in each wire center?
2. Has BellSouth correctly calculated the number of business lines in each wire center?
3. What are the appropriate wire center classifications?
 - a. For §251 DS-1, DS-3 and Dark Fiber dedicated transport UNEs, what are the CLLI codes of each wire center in Tier 1?
 - b. For §251 DS-1, DS-3 and Dark Fiber dedicated transport UNEs, what are the CLLI codes of each wire center in Tier 2?
 - c. What are the CLLI codes of each wire center in which DS-1 loops are no longer required to be offered as §251 UNEs?
 - d. What are the CLLI codes of each wire center in which DS-3 loops are no longer required to be offered as §251 UNEs?
4. What process will be used to identify wire centers in the future as no longer being subject to full §251 loop/transport unbundling obligations?
 - a. How frequently will BellSouth be permitted to propose additions to the list?
 - b. What data must BellSouth provide and what process will be available to CLECs to challenge BellSouth's claims?
5. What process will be used to identify wire centers in the future as no longer qualifying for certain §251 unbundling relief?
6. Does the TRRO include HDSL capable copper loops for delisting as a DS1 equivalent per BellSouth's assertion in its February 25, 2005 Carrier Notification Letter SN91085039?

Post §251 Pricing

1. What is the just and reasonable rate for new §271 DS-1 loops?
2. What is the just and reasonable rate for new §271 DS-3 loops?
3. What is the just and reasonable rate for new §271 DS-1 transport?
4. What is the just and reasonable rate for new §271 DS-3 transport?
5. What is the just and reasonable rate for new §271 switching
6. Given the FCC has held that mass market is anything less than a DS1 equivalent, should BellSouth be required to refund the unjust and unreasonable switching rate of \$14.00 to CLECs? If yes, at what rate and back to what date?
7. What is the just and reasonable rate for the High Frequency Portion of the Loop (HFPL)?
8. Should any terms and conditions change other than the substitution of a just and reasonable §271 price for the existing §251 price?
 - a. Should §271 UNEs be made available under Interconnection Agreements?

Transition/Migration Issues

1. What rates, terms and conditions (process) should govern the transition of §251 UNEs to §271 UNEs and/or other services?
 - a. Should a NRC apply to convert an existing EEL to a commingled §251/§271 arrangement? What NRCs should not apply?
 - b. Should a NRC apply to convert an existing UNE-P/retail arrangement to a commingled §251/§252 arrangement? What NRCs should not apply?
 - c. What NRC should apply to a new commingled §251 loop with §271 dedicated transport arrangement?
 - d. What NRC should apply to a new commingled §251 loop with §271 switch port (including transport/signaling and billing)?
 - e. Should commingling be made available? If so, under what rates, terms and conditions?
 - f. Should orders for conversions of special access to UNE that BellSouth refused to process be retroactive back to the date of the request?
2. What types of moves, adds and changes should be permitted to existing customer accounts comprising the embedded base?

3. Should the ILEC's obligation to provide TELRIC plus \$1 pricing apply to all UNE-P lines submitted for conversion on or before March 11, 2006 until those lines are converted?


Other Issues

1. May the PSC order additional unbundling under state law and, if so, what prices should apply to network elements unbundled pursuant to state law?
2. May the PSC order additional unbundling under Section 271, if so, what prices should apply to network elements unbundled pursuant to the "just and reasonable" standard set in the Telecom Act?
3. How should the FCC's *ISP Remand Forbearance Order* be incorporated into Interconnection Agreements?
4. What, if any, true-up should apply after execution of an amendment or new interconnection agreement?
 - a) What terms and conditions should apply to any true-up?
5. Is TELRIC a "just and reasonable" rate as defined by the US Supreme Court?

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

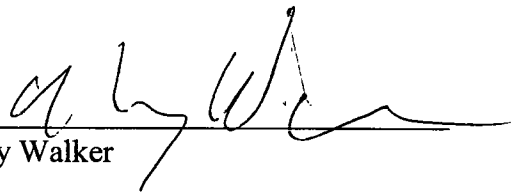
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via fax or hand delivery and U.S. mail to the following on this the 1 day of March, 2005.

Guy Hicks, Esq.
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Nashville, TN 37201-3300


Henry Walker